

DEVELOPMENT AGREEMENT

EXHIBIT D

PARKS AGREEMENT

KYLE CANYON PARKS AGREEMENT

1ST THIS KYLE CANYON PARKS AGREEMENT (the "Parks Agreement") is made this FEBRUARY day of 2012, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and KAG Properties, LLC, a Nevada limited liability company ("Developer"). All of the foregoing entities are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Developer is the owner and master developer of certain land described in Exhibit A attached hereto ("Kyle Canyon") within the corporate boundaries of the City. Developer has, concurrently with the execution of this Parks Agreement, entered into a Development Agreement with the City, which governs the future planning and development of Kyle Canyon ("Development Agreement").
- B. The Development Agreement contemplates that Developer will construct parks and other recreational amenities within Kyle Canyon as a condition to the City's approval of the development project.
- C. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.
- D. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- E. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Developer has agreed to organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.
- F. The Parties wish to enter into this Parks Agreement to: (i) establish the amount and nature of the parks and recreational facilities to be constructed by Developer as part of its obligations with respect to the development of Kyle Canyon, (ii) waive the residential construction tax, (iii) set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (v) for other purposes as set forth below. The parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Developer agrees to design and construct, at Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All recreational amenities for Indian Hills Park and Iron Mountain Park shall be dedicated to

the City. All other parks and their recreational amenities shall be dedicated to the Master HOA.

2. Required Facilities of Parks. Developer agrees that each of the Qualified Parks shall, as a minimum, contain those amenities and features described in Exhibit C hereto (the "Required Facilities"). City agrees that Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities.
3. Design of Parks. Prior to construction of each park, Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park in plan view for City's review. The conceptual plans may vary from the conceptual layouts included in Exhibit C. However, approval of a conceptual plan that conforms to the layouts in Exhibit C shall not be unreasonably withheld by the City. Following acceptance by the City of the conceptual plan, Developer shall proceed to design the park in accordance with the standards set forth in the Kyle Canyon Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Kyle Canyon Design Guidelines, the Required Facility shall be designed in accordance with Parks Standards Office of Architectural Services City of Las Vegas Department of Public Works dated March 8, 2007 (Exhibit E). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Kyle Canyon Design Guidelines, the Exhibit E, this Parks Agreement and the provisions of the Building Codes relating generally to construction of improvements within the City.
4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Developer agrees that it will adhere to the following schedule for design and construction of Parks.
 - A) For purposes of this Parks Agreement, Kyle Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. The Park Areas are described on Exhibit D hereto.
 - B) Developer shall submit to the City for its review a conceptual plan of all parks located within a Park Area prior to the issuance of the first (1st) permit for the construction of dwelling units within such Park Area that exceeds the Park Construction Trigger shown on Exhibit D. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each Park Area.
 - C) Developer shall prepare 90 percent construction drawings and specifications for all parks and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such park. Developer shall subsequently submit 100 percent construction drawings and specifications within 90 days of completion of the City's review of the 90 percent construction drawings and specifications.
 - D) Developer shall commence construction of each park within ninety (90) days following the City's final approval of the construction drawings and specifications for such park and shall complete each such park within 18 months of the start of construction.
 - E) Developer shall commence construction of the Indian Hills Park in conformance with the approved construction drawings prepared for the Indian Hills Park prior to the issuance of the five hundredth (500th) permit for the construction of dwelling units within Kyle Canyon located on the east side of US95 or prior to the issuance of the two thousandth (2000th) permit for construction of dwelling units within all of the

Kyle Canyon development. The City shall, at City expense, cause the existing construction drawings entitled, "Indian Hills Park Las Vegas Nevada Project Number 05.15341.04", and dated March 14th 2008 to be reviewed for code compliance and updated as necessary. The design drawings shall then be approved by the City. The City shall complete this code compliance and approval process no later than 120 days prior to the Developer's commencement of construction. Developer will complete construction within 24 months of commencement.

- F) Developer will design and construct the Iron Mountain Park on APN 126-01-401-013. The park will contain the amenities and structures depicted in the conceptual design described in Exhibit C and conform to the standards set forth in Exhibit E. Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Developer of the issuance of the four thousandth (4000th) permit for the construction of dwelling units within Kyle Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Developer will prepare construction drawings and will commence and complete construction in accordance with subsections 5C and 5D above.
6. Public's Right to Use of Qualified Parks. Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis. Developer shall ensure that a land use restriction creating nondiscriminatory access and use rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Except for Indian Hills Park and Iron Mountain Park, which shall be dedicated to the City, each Qualified Park shall be conveyed by Developer to the Master HOA within 60 days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.
7. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks"), except for Indian Hills Park and Iron Mountain Park, which shall be maintained by the City, within 30 days of completion. City will commence maintenance of Indian Hills Park and Iron Mountain Park -within 30 days of completion of construction and acceptance of such parks by City. The City shall maintain Indian Hills Park and Iron Mountain Park to similar maintenance standards that the City establishes for all parks. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit F takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.
8. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.
9. Amendment of the Declaration. Neither Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
10. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. Likewise, in the event of

damage to or destruction of Indian Hills Park and Iron Mountain Park, per City policy the City shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, the Declaration and this Parks Agreement.

11. Construction of Qualified Parks. Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
12. Waiver of Residential Construction Tax. In consideration of Developer's agreement to construct all of the Qualified Parks identified in this Agreement, City hereby waives the residential construction tax for the all residences constructed in Kyle Canyon up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.
13. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Agreement.
14. Enforcement and Remedies.
 - (a) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ('Nondefaulting Party'), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within 10 days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.
 - (b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within Kyle Canyon. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
 - (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.
15. Miscellaneous.
 - (a) Assignment. Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with an assignment to a Successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance

bond by a Successor Master Developer shall not be required by the City so long as Successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement.

If Developer (or Successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a Successor Master Developer (or new Successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA.

The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.

- (b) Notices. Except as otherwise provided in this Parks Agreement, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party at the most recent address furnished by such Party to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party's attorneys.
- (c) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a

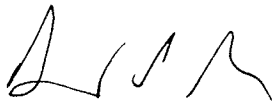
Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Developer, the City, and the Master HOA.

- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within Kyle Canyon.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO THE KYLE CANYON PARKS AGREEMENT

KAG Properties, LLC

By: 

Print Name: DAVID L. ASH

Title: VICE PRESIDENT

STATE OF NEVADA

COUNTY OF CLARK

) ss SEE ATTACHED

On the ____ day of _____, 2011, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

CITY OF LAS VEGAS, NEVADA

By: 

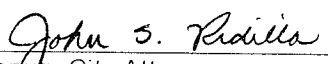
Print Name: Carolyn G. Goodman

Title: Mayor

ATTEST:


Beverly K. Bridges, City Clerk

Approved as to Form:

 5/31/12
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

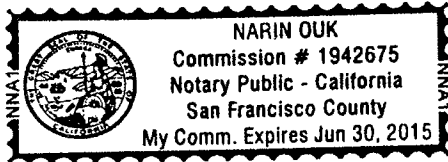
County of SAN FRANCISCO

On MAY 21, 2012 before me, NARIN OUK, NOTARY PUBLIC

personally appeared DAVID L. ASH

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SIGNATURE PAGE TO THE KYLE CANYON PARKS AGREEMENT

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID L. ASH

☒ Corporate Officer — Title(s): VP

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: KAG

PROPERTIES, LLC

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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EXHIBIT A
TO THE KYLE CANYON PARKS AGREEMENT
DESCRIPTION OF PROPERTY

EXHIBIT A

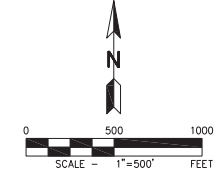
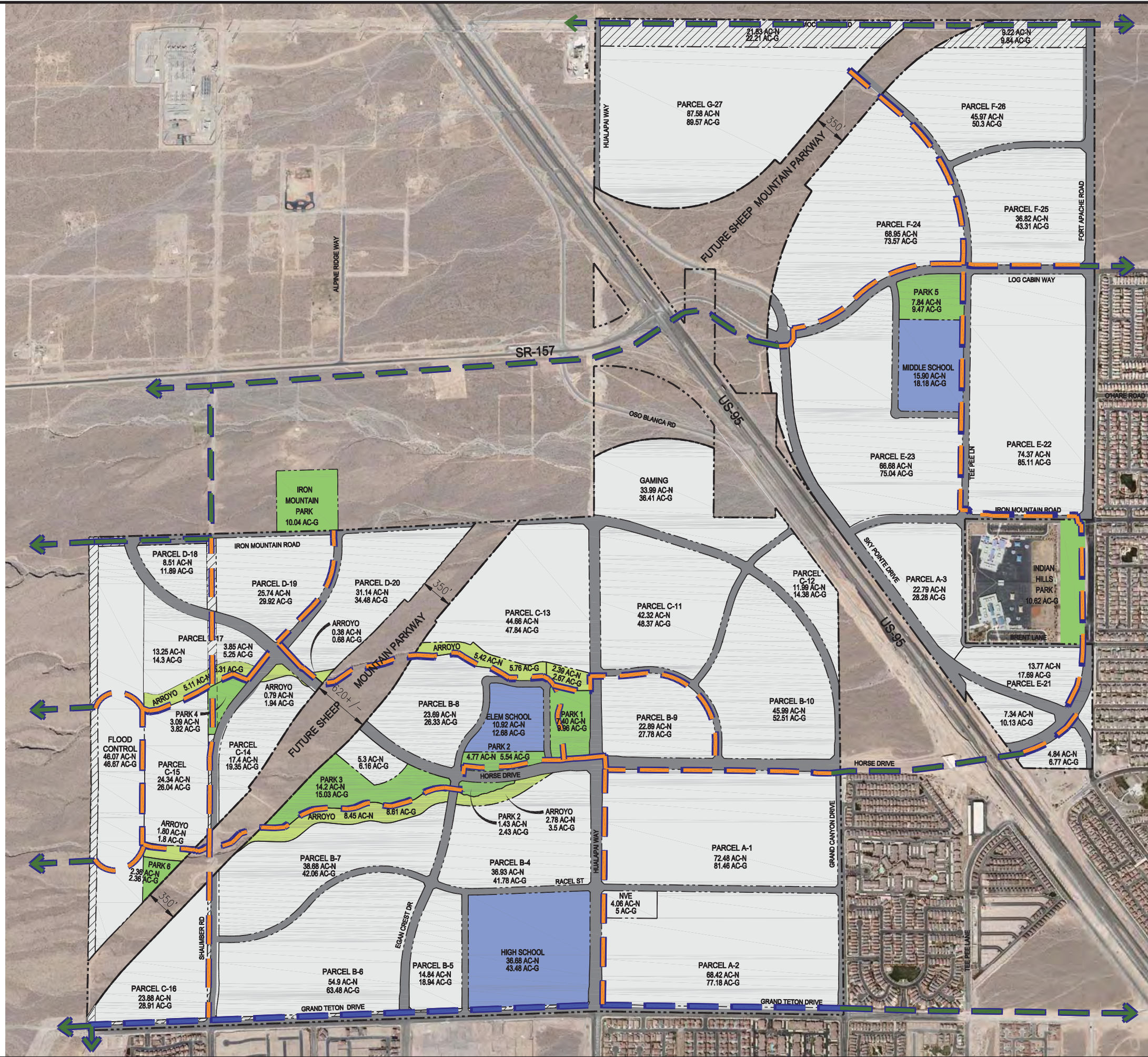
TO THE AMENDED KYLE CANYON PARKS AGREEMENT

DESCRIPTION OF PROPERTY

Assessors Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5.00
125-06-301-001	3.24
125-06-301-002	3.12
125-06-401-001	42.77
125-06-401-005	0.06
125-06-701-001	238.14
125-07-101-004	0.13
125-07-101-005	11.57
125-07-101-006	63.66
125-07-201-001	39.73
125-07-201-002	40.63
125-07-301-001	40.31
125-07-301-002	41.14
125-07-401-001	40.70
125-07-401-002	41.39
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-003	1.55
125-07-602-004	5.02
125-07-602-005	31.12
126-12-000-001	668.90
TOTAL:	1,662.10

EXHIBIT B
TO THE KYLE CANYON PARKS AGREEMENT
PARKS, TRAILS AND OPEN SPACE MAP
[MAP FOLLOWS THIS PAGE]

3:\map002-000 kyle canyon\dwg\figures\110620 map002-000 parks and trails.dwg 7/5/2011 9:17 AM Ben Morris



LEGEND

- PROJECT BOUNDARY
- - - EASEMENT LINE (ESMT)
- +---+ EXISTING TRANSMISSION POLE
- PROPOSED STREET
- ARROYOS
- PARKS
- SCHOOLS
- PROPOSED TRAILS
- PROPOSED EQUESTRIAN TRAIL
- PROPOSED TRAILS BY OTHERS

LAND USE	NET ACREAGE	GROSS ACREAGE	MAX DENSITY	AVERAGE DENSITY
RESIDENTIAL "LOW"	334.69	381.37	15.00	5.49
RESIDENTIAL "MEDIUM LOW"	415.63	467.20	15.00	8.49
RESIDENTIAL "MEDIUM LOW-ATTACHED"	155.03	165.70	25.00	12.49
BLENDED USE	111.20	128.66	50.00	15.00
GENERAL COMMERCIAL	43.24	55.21		
GAMING	33.99	36.41		
SUBTOTAL	1093.78	1234.55		
SHEEP MOUNTAIN PARKWAY	164.74	164.74		
FLOOD CONTROL	46.07	46.07		
PARKS	41.09	48.59		
ARROYOS	27.12	30.39		
OPEN SPACE	4.17	7.57		
SCHOOLS	63.50	74.34		
HUALAPAI SUBSTATION	4.06	5.00		
POWER EASEMENTS	51.07	44.92		
ROADS AND STREETScape	166.22	5.05		
SUBTOTAL	568.04	427.27		
TOTAL	1661.82	1661.82		

MAX RESIDENTIAL UNITS 9,000

TRAIL AND PARK EXHIBIT

KYLE CANYON

SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

CARWIN
ADVISORS

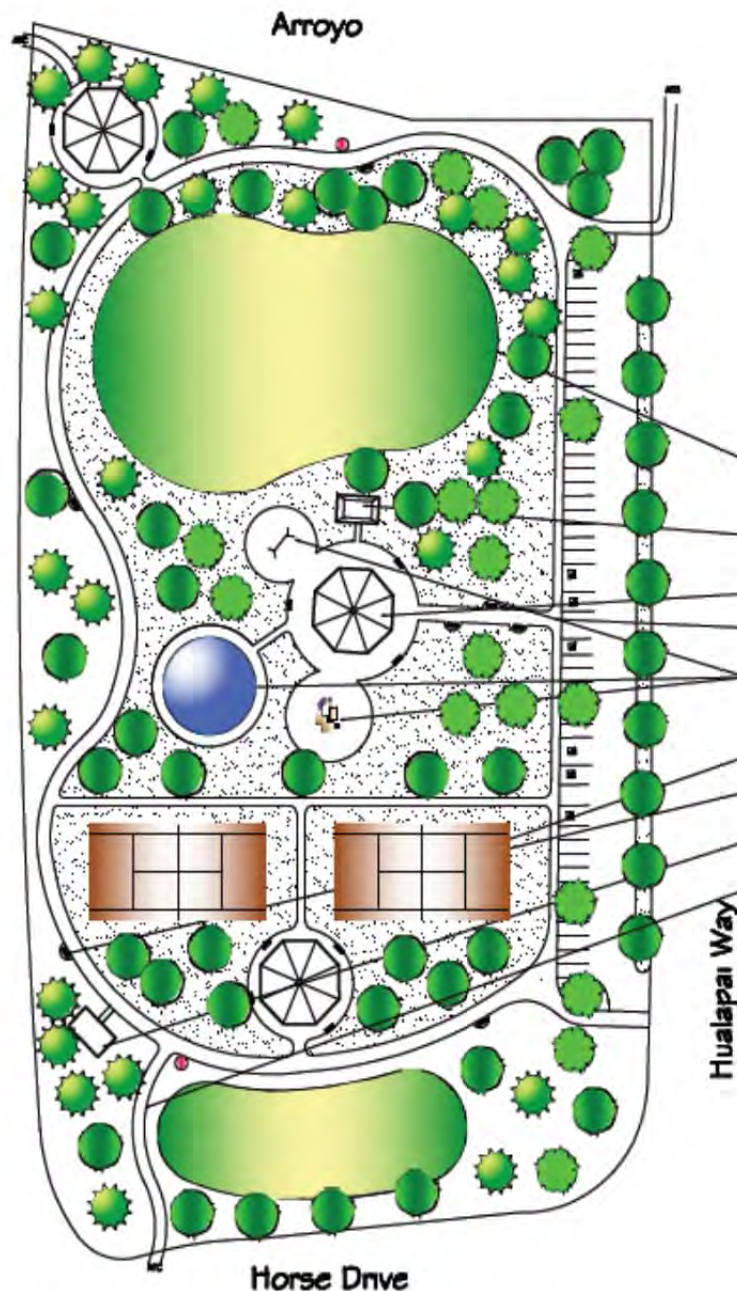
EXHIBIT C
TO THE KYLE CANYON PARKS AGREEMENT
REQUIRED FACILITIES
[LIST FOLLOWS THIS PAGE]
AND CONCEPTUAL LAYOUTS FOR PARKS

**PARKS AGREEMENT
EXHIBIT C – REQUIRED FACILITIES
KYLE CANYON PARK, ARROYOS & PASEOS**

Structures and Site Amenity Programming

[illegible]

Elementary School



KYLE CANYON PARK CONCEPTS

N.T.S.

PARK #1 - 7.4 acres (+/-)

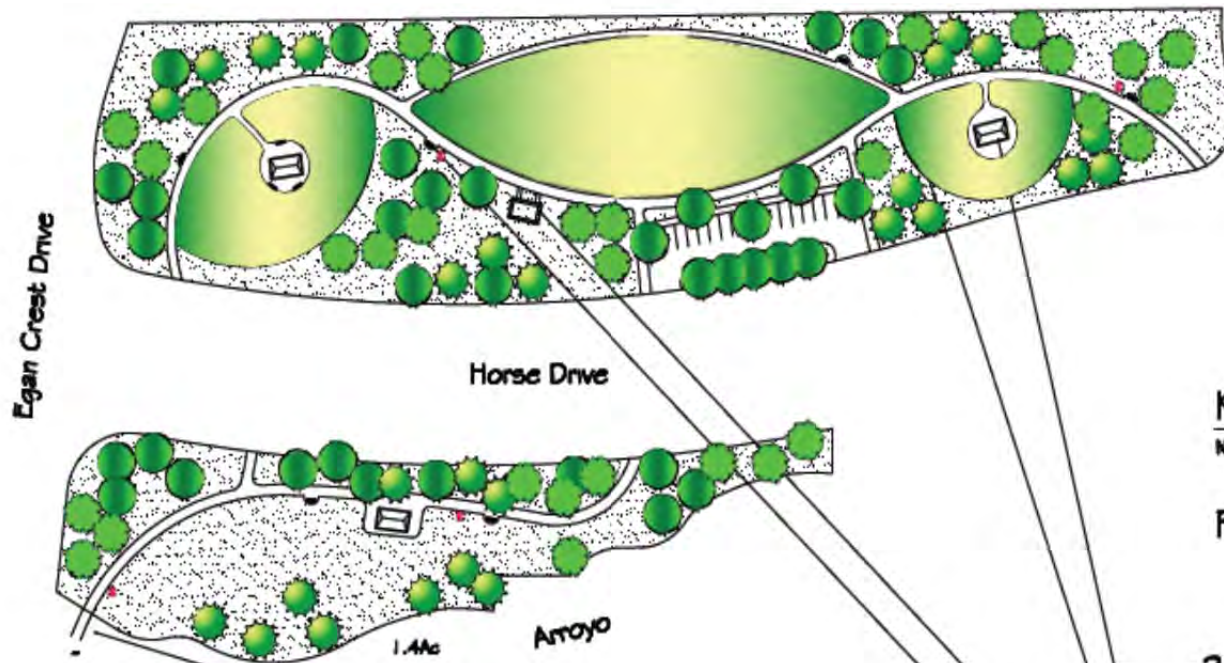
- Lawn / Play Areas - 53755 sf
- Restrooms (2)
- Picnic / Shade Gazebo (3)
- Walk
- Tot Lots / Splash Pad
- Tennis Courts
- Benches / Doggy Stations
- Fitness / Stretch Station
- Arroyo Trail Connector (ATC)



"More Than Just Landscapes"



Elementary School



KYLE CANYON PARK CONCEPTS

N.T.S.

PARK #2 - 6.2 acres (+/-)

- 3 Shade Gazebos
- Hard Surface Trails
- Turf Areas - 54300 sf
- Restrooms
- Benches / Tables / Trash Receptacles
- Doggie Stations
- Arroyo Trails Connectors



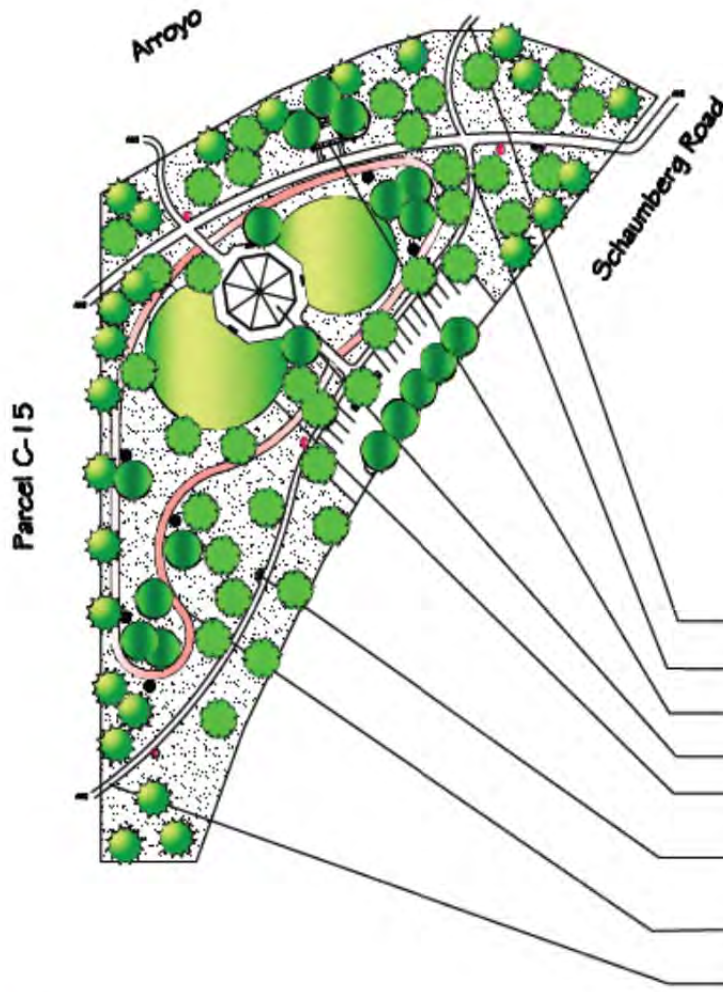
"More Than Just Landscapes"





"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

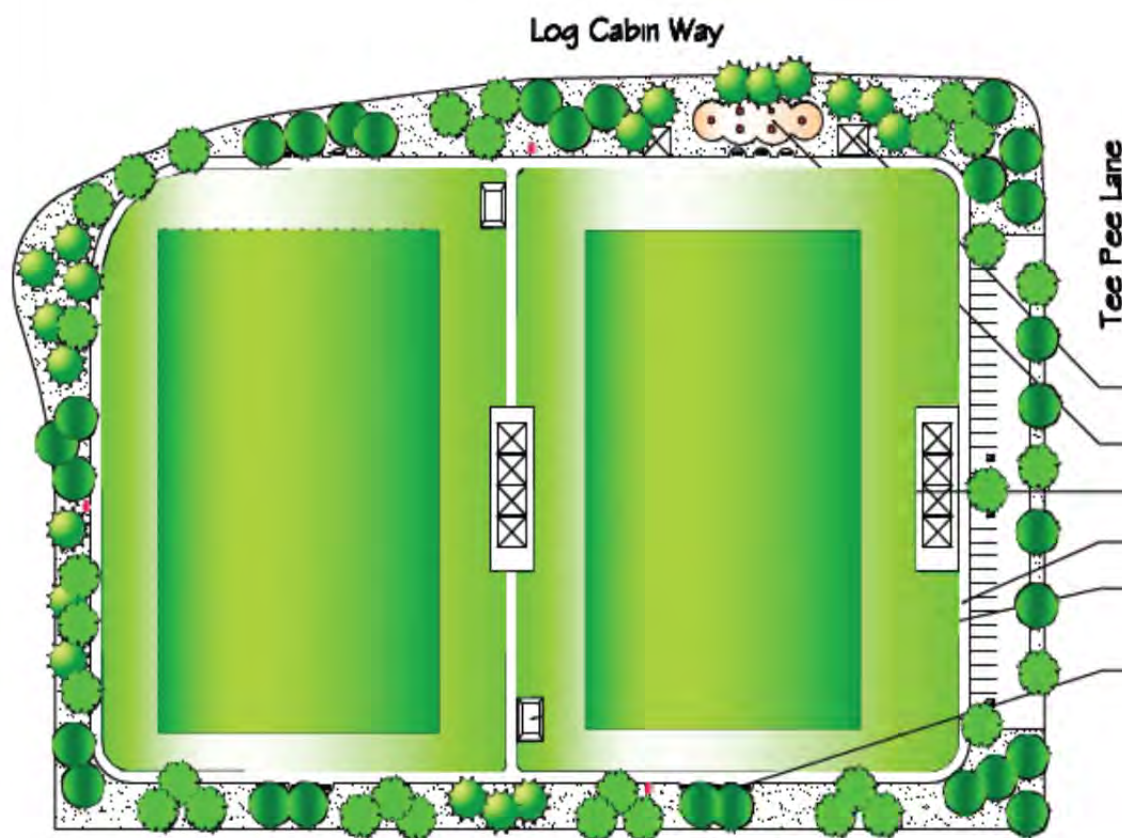
N.T.S.

PARK #4 - 3.1 acres (+/-)



"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

N.T.S.

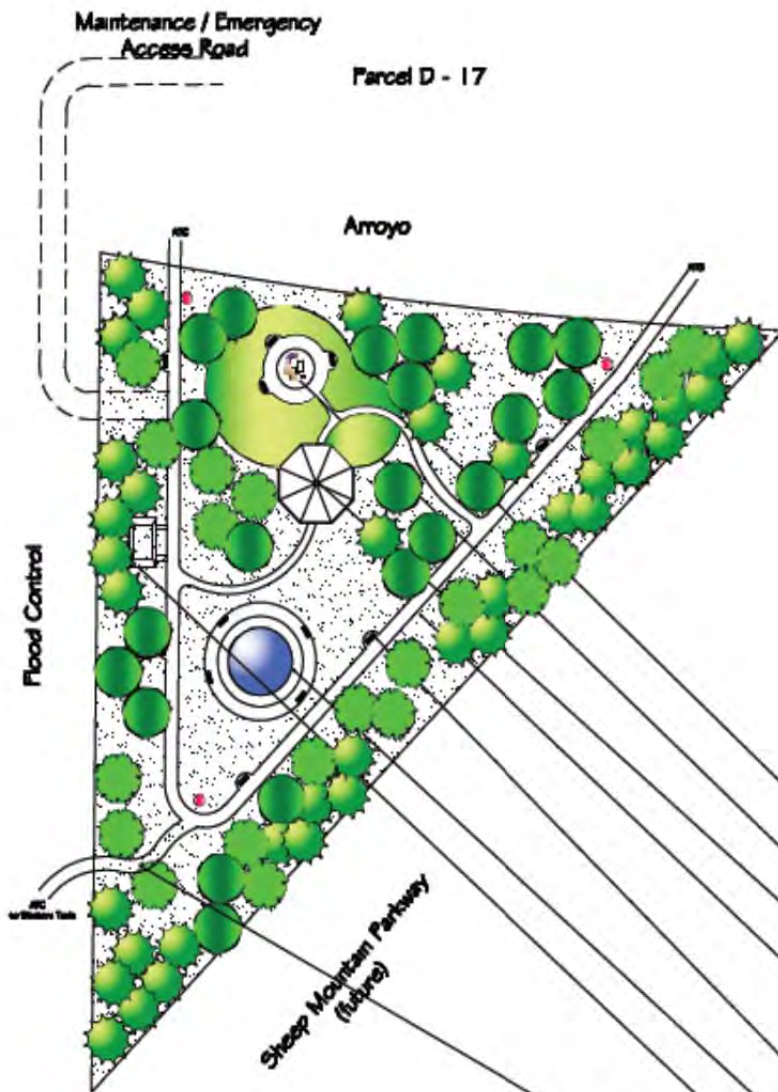
PARK #5 - 7.84 acre (+/-)

- Shade Structures
- Bounce Toys Tot Lot
- Multi-Use Sports Fields
- Hard Surface Trails
- Restrooms (2)
- Benches / Trash Receptacles
- Doggy Stations



"More Than Just Landscapes"





KYLE CANYON PARK CONCEPTS

N.T.S.

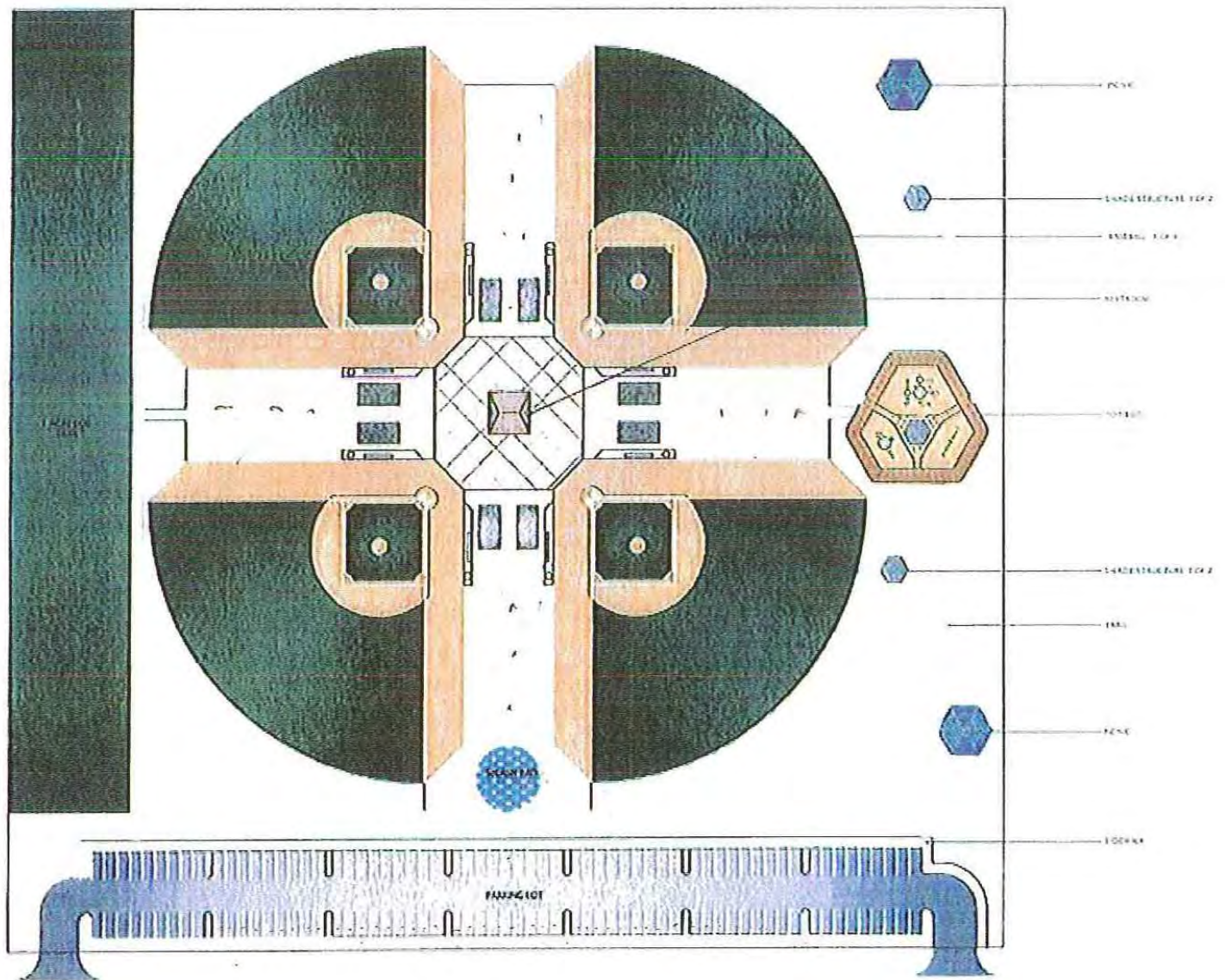
PARK #6 - 2.36 acres (+/-)

- Turf Area
- Tot Lot
- Gazebo
- Hard Surface Trails
- Benches / Trash Receptacles
- Doggy Stations
- Splash Pad / Water Play
- Restrooms
- Arroyo Trails Connection (ATC)



"More Than Just Landscapes"

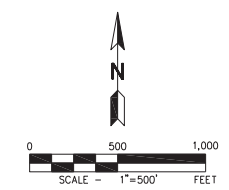
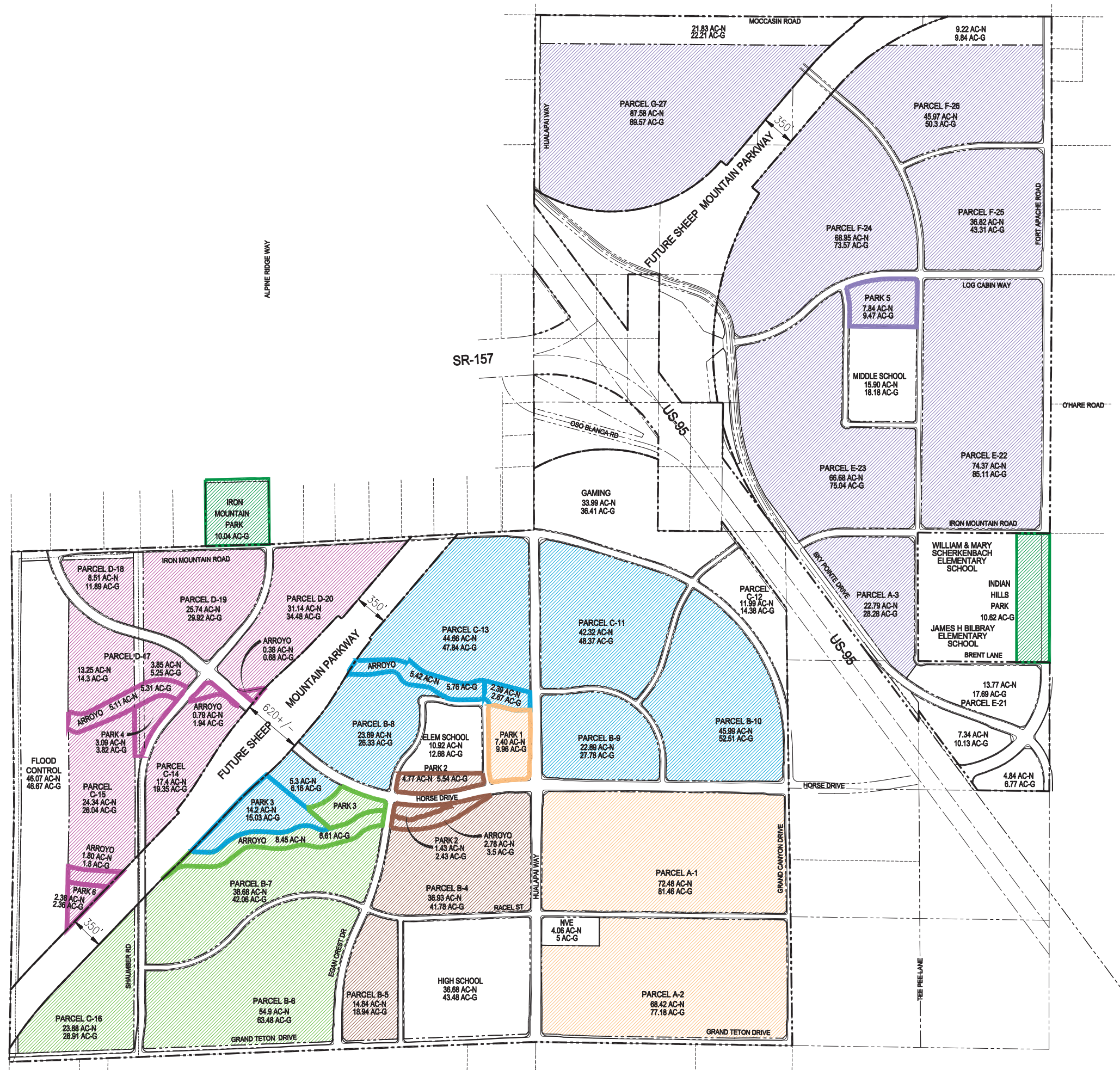




CONCEPTUAL FIT ANALYSIS FOR IRON MOUNTAIN PARK - 10 ACRES (+/-)

1" = 10'

EXHIBIT D
TO THE KYLE CANYON PARKS AGREEMENT
PARK AREAS
[MAP FOLLOWS THIS PAGE]



LEGEND

- PARK AREA A
- PARK AREA B
- PARK AREA C
- PARK AREA D
- PARK AREA E
- PARK AREA F
- PROJECT BOUNDARY

PARK AREAS			
PARK AREA	PARKS	PROBABLE DWELLING UNITS	PARK CONSTRUCTION TRIGGER
A	PARK 1	777	388
B	PARK 2	353	177
C	PARK 3 PH1	833	416
D	PARK 3 PH2	2,377	1,000
E	PARK 4 & 6	1,130	565
F	PARK 5	3,530	1,700

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

EXHIBIT D

CARWIN
ADVISORS

EXHIBIT E
TO THE KYLE CANYON PARKS AGREEMENT
PARK STANDARDS

(Contained in a Separate Volume)

EXHIBIT F
TO THE KYLE CANYON PARKS AGREEMENT
MAINTENANCE PLAN

EXHIBIT F

MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER COMMON AREAS

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:
 - a) Common area landscaping and sidewalks;
 - b) Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
 - c) Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
 - d) All landscaping and landscaping appurtenances located within City- dedicated public rights-of-way.
2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:
 - a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:
 - Non-Sports Field Turf (All allowable types)
 - Sports Field Turf (All allowable types)
 - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - Color plantings (All allowable types)
 - b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:
 - Irrigation and all associated components
 - Playground equipment
 - Exercise or Par-Course equipment
 - Picnic Areas, including all appurtenances in the area
 - Shade Structures
 - Water features, including all splash pads, fountains, drinking fountains
 - Skate park areas, including all appurtenances
 - Restroom facilities
 - Dog park areas, including all appurtenances

- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without hardscape improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and picnic tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

EXHIBIT G
TO THE KYLE CANYON PARKS AGREEMENT
CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK DESIGN

